

## RETAINER AGREEMENT

This is an agreement between McGowan, Hood & Felder, LLC Law Firm (hereinafter "Attorneys") and \_\_\_\_\_ (hereinafter "clients"). This agreement covers legal service for claims relating to a personal injury accident or medical malpractice claim. This agreement covers any claim that clients may have against any potentially liable party for the injuries, resulting damages and any liability insurance coverage.

The attorneys will work on behalf of clients to settle this case. They will discuss significant case developments with the clients. The attorneys will discuss offers of settlement with the clients. Only the clients have the right to accept or reject these offers.

Clients authorize attorneys to obtain any necessary information to successfully prosecute this claim. Clients also authorize attorneys to discuss this case with medical service providers and other people if attorneys decide it is necessary. The clients shall keep the Attorneys advised of clients whereabouts at all times, shall appear on reasonable notice at any and all depositions and Court appearances, and shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the aforesaid claim and cause of action of the clients. Clients' cooperation is a basis of this agreement, and a failure to cooperate by clients, disappearance for 6 months or more without contacting the attorney or leaving a forwarding address, is a material breach of this agreement, and adequate cause for Attorney's withdrawal without further notice to client.

An attorney fee will be charged for handling this case. The fee will be as follows: ~~45%~~ of all actual damages and all punitive damages received by way of settlement, verdict or order (with any accrued interest) in connection with this case. This fee is based upon gross recovery of compensation prior to any deduction for costs or subrogation obligations. All costs will be reimbursed to attorneys from the proceeds of the case. Costs include, but are not limited to, expert fees, filing fees, telephone and facsimile expenses, deposition expenses, copy costs, trial presentation costs and travel expenses.

*33 1/3% or 40% if suit is filed JEP*

In recognition of my lawyer's co-ownership interest in the proceeds of this legal matter, and to secure payment by me to Attorneys of all expenses, court costs and attorney's fees I am obligated to pay under this retainer agreement, I hereby grant to Attorneys a charging lien applicable to any and all recoveries on my claims or causes of action, whether by settlement, collection of a judgment, order or otherwise. The clients understand that the charging lien referenced above will be used to protect any legal fee, costs advanced for prosecution of my case and/or for qualified expenses incurred on my behalf for this case in the event I discharge my lawyer or end this agreement after attorney has begun work on my case. Clients further agree that, as of the date of this contract, the value of any of their claims or causes of action are speculative and is dependent upon the services of counsel for its potential to be realized. The attorneys retain a charging lien against the proceeds of any settlement, verdict or court ordered award in the amount of reasonable legal fees and costs due hereunder.

The amount of the lien shall not be less than ~~45%~~ of the most recent total offer(s) of settlement conveyed by any or all Defendant(s). The parties agree that the 45% fee of the latest offer received is a reasonable fee since the offer would have been generated as a result of the work product of attorneys prior to separation between attorneys and clients. If no offer has yet been received at time of separation, the attorneys are entitled to a lien based on the amount of work done

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on the file to date. The charging lien based on work done before any offer is tendered will be reimbursed at a rate equivalent to attorneys fees earned in similar contingency fee cases on a per hour basis. If the parties are unable to agree upon the amount of the lien which represents the legal fees, costs and expenses of this case, the parties agree that the matter will be submitted to binding arbitration before a qualified arbitrator mutually agreed upon by the parties hereto. If the parties cannot decide on a particular arbitrator, three arbitrators will be selected randomly from Attorneys in South Carolina who are members of the American Arbitration Association. Each side will then strike one arbitrator and the remaining person will decide any fee issues.

The charging lien will apply to any future funds received on the case. The lien will be paid before clients receive money from any subsequent attorney or insurance concern on this case. The parties agree that the lien from this contract is superior to any subsequent fee paid to other attorneys in regard to this specific case.

The clients understand that during the course of the investigation or litigation of a negligence claim, facts may arise that would make it impossible to proceed with the investigation. The client further understands that the attorneys are in the best position to determine whether it is most feasible to further prosecute the claim. The client agrees that upon notification by the attorneys that they do not feel that it is feasible for them to continue prosecuting the claim, the attorneys may withdraw from representation under this agreement.

The attorneys do not promise or guarantee that the client will receive any compensation from this claim. But if the attorneys do not recover compensation or remuneration on this claim or in this case, the client is not responsible for any legal fees for attorneys' services.

The attorneys will represent the client in court for the trial of this case. This agreement covers the institution of a lawsuit if the attorneys and client agree that a lawsuit is proper and justified under the circumstances. This agreement does not cover appeals to the higher courts. The attorneys will handle an appeal in this action if they decide that an appeal is justified under the circumstances. Any further action requiring an appeal, however, will necessitate that a separate retainer agreement be signed by attorneys and client before the institution of the appeal.

The clients agree that the attorneys may use any information or facts of this case on their website or any other matter disseminated to the general public.

When the clients sign in the area so designated below, they stipulate that this agreement has been discussed with them, they understand its contents and agree to its provisions.

Name

Kyleen Hartley  
Attorney(s)

Witness

Date